

**DEPARTMENT
OF ADULT AND JUVENILE
DETENTION**

**COMMUNITY
CORRECTIONS
ELECTRONIC HOME
DETENTION**

ORIENTATION PACKET

NOTICE TO ALL POTENTIAL EHD APPLICANTS

The following services restrictions and/or special features are strictly forbidden during the entire length of your participation in this program. I agree to disconnect any of the following prior to acceptance into the Program.

NO SERVICES ARE ALLOWED ON THE TELEPHONE LINE. THESE INCLUDE, BUT ARE NOT LIMITED TO:

- A home phone (landline) capable of placing and receiving 1-800 phone (toll free) calls
- Phone service provider can **NOT** be Comcast. Phone service can **NOT** be digital. *Comcast is not compatible with our equipment*
- May not have privacy plus or caller i.d.
- Must not have call waiting
- May not have an answering machine, phone messaging or voice mail
- May not have call forwarding
- Does not have implanted medical devices (pacemaker, e.g.)
- Must not have a fax machine attached to the phone line
- Must not use a cordless phone on the phone line
- No dial up modem or dial up internet connections
- Please note: working in a medical setting may endanger the reading of certain reports correctly (EKG, MRI, etc.)

<p>YOUR ELIGIBILITY FOR THE PROGRAM IS DETERMINED BY THE COURT AT THE TIME OF REVIEW OR SENTENCING.</p>
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CURFEW EXCEPTIONS

(For Electronic Home Detention or Work Crew Clients Only)

Community Corrections Programs are a substitute for jail. You have been ordered to serve your sentence at home and while participating in Electronic Home Detention (EHD) or the Work Crew Program, your movements in and out of your home will be restricted and you will not be allowed to come and go as freely as you may wish.

Curfew exceptions are those events (dental appointments, haircut, laundry, etc.) that occur on a one-time only, rather than routine basis and for which staff must be notified. If your sentence is 30 days or less you must present all routine curfew exceptions at the time you are booked into the Program. **NO EXCEPTIONS** will be granted once you are in the program, other than for genuine emergencies, such as medical emergencies.

SPECIAL PASSES AND CURFEW CHANGES: All passes, schedule changes, etc. must be called in a **MINIMUM OF TWO (2) BUSINESS DAYS IN ADVANCE**, according to the policy outlined in the above paragraph. Exceptions will be limited to medical and police emergencies.

OVERTIME AUTHORIZATION: All overtime not previously approved by your caseworker, requires verification by immediate callback to your listed employer contact and contact number. Please have this information ready when you call in to the emergency number to request emergent overtime. Remember: **IF WE CANNOT REACH YOUR EMPLOYER AT THE LISTED CONTACT NUMBER, YOU CANNOT WORK OVERTIME.**

SHOPPING PASSES AND OFFICE VISITS: These two types of passes can only be arranged or altered by your assigned caseworker. Changes to these scheduled passes will not be granted unless the need for the change is emergent.

PERSONAL OR FAMILY ILLNESS: If you stay home from work, school or other authorized destinations due to illness, you must phone your assigned caseworker to report this.

Participation in EHD and Work Crew is court ordered and requires a high level of responsibility from participants. Your cooperation with these procedures will help ensure your program participation is successful.

Client Signature: _____

Staff Signature: _____

Date: _____

PARTICIPANT CONDITIONS OF AGREEMENT

I, _____, voluntarily, and with full knowledge of program rules and restrictions, agree to participate in the Department of Adult and Juvenile Detention Electronic Home Detention Program (EHD). I hereby agree to abide by all program rules and the following conditions of this agreement. I understand that failure to comply with any program rules or conditions will result in disciplinary action against me, which may include removal from the Program, incarceration for the remainder of my sentence and/or filing of criminal charges against me.

1. I understand that my participation in this program requires that I be administratively booked into the King County Jail prior to my placement on EHD.
2. I understand that a non-removable wrist or ankle bracelet will monitor my participation in this program. This non-removable wrist or ankle bracelet system is to be worn 24 hours per day during the full length of my involvement in the program. I further understand that my whereabouts will be monitored by electronic devices operated by BI Inc., the Department of Adult and Juvenile Detention's designee.
3. I agree to maintain a private telephone line and a standard high quality telephone to ensure that both equipment and the line remain in good working condition.
4. I understand that cordless telephones, answering machines, call waiting/forwarding, caller I.D., privacy plus services, Internet service, or anything sharing the telephone line are strictly forbidden during my participation in this program. I agree to submit copies of my telephone bills (if requested) to Program Staff to ensure compliance with these conditions.
5. All expenses of special adapters necessary for the installation of the electronic equipment may be charged to me.
6. I agree not to tamper with, disconnect, move or remove any of the monitoring equipment, (including phone and power cords), assigned to me. I understand that tampering with, or removal of any monitoring equipment is considered to be a basis for the charge of Criminal Intent (Escape), and/or removal from the EHD Program.
7. I understand that loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall be considered that I have violated my curfew, and I further understand that any computer print-out of violation information, or a Fax copy thereof, may be used as evidence, as may be necessary, to prove that a violation occurred.
8. If I become aware that any of the electronic equipment assigned to me fails to perform or breaks, or in the event of a power failure to the telephone in my residence, I will notify Program staff immediately upon becoming aware of this situation.

9. I agree to respond within 20 minutes to all telephone calls. I understand that all calls made by the monitoring equipment are recorded.
10. I agree not to change my residence or my telephone number during the entire length of my participation in this program without permission, in advance from Program staff.

I further agree that any costs incurred in relocating and/or re-establishing electronic monitoring shall be my responsibility.
11. I agree to abide by all curfew restrictions placed on me during my participation in this program. I understand that I am to remain at my residence at all times, except for those hours designated for me to leave to fulfill my employment, school/training, medical/dental appointments, and/or by special authorized leave.
12. I understand that for any routine changes to my approved curfew schedule it shall be my responsibility to contact appropriate assigned staff before deviating from my approved curfew in order to have the change approved and implemented. Failure to do so will result in a violation of my curfew and possible disciplinary action. Routine changes include, but are not limited to, schedule changes due to working overtime, medical/dental appointments, change of work hours/days, etc.
13. In the event of a true emergency, I will contact the Department of Adult and Juvenile Detention (DAJD) staff at (206) 296-0540 to get permission to deviate from my curfew. All emergencies will require documentation from the medical agency.
14. I agree to report to the EHD Program any incident at my residence where police, fire or emergency medical units are called to respond, or where personal safety is in jeopardy.
15. I agree to report to the EHD Program office per established regular schedule, or whenever requested to do so by staff. If the visit is by special staff request, I will be furnished with sufficient travel time in which I am expected to report.
16. I understand that during my participation in this program I may become eligible for special leaves from my residence. I will be required to provide an address and telephone number where I can be reached during these leaves.
17. I agree to report to staff any medication that may be prescribed to me during my participation.

I agree to submit to alcohol and/or drug testing when requested.
18. I agree to follow any employment, school, training, medical, and/or therapy plan that have been approved as a condition of my acceptance into the program.
19. I understand that EHD Program staff may contact my employer, instructor and/or therapist in order to monitor my performance or progress.

20. I understand that my participation in the EHD Program is contingent on my paying an assigned Program fee. I agree to pay this fee on a regular basis, as stipulated by my caseworker. This fee is payable by money order, certified check or cash only. My employer, as required, will mail my paychecks, to the Department of Adult and Juvenile Detention, Community Corrections Program.
21. I understand I will be assessed full costs by the Department of Adult and Juvenile Detention, for the loss of or damage to any electronic monitoring equipment assigned to me. (Replacement costs assessed me will be commensurate with current market value of the equipment.) In addition, I understand I may be prosecuted to the full extent of the law for the theft and/or damage of any electronic monitoring equipment assigned to me and not returned.
22. I understand that at any time I may be subjected to undergo a urinalysis or a breathalyzer test as directed by court order. Also, if I refuse or fail to provide a sample within the instructed time frame, I will be administratively placed in full custody.
23. I understand that I may be restricted from certain areas of my residence or building, if I cannot be monitored in those areas. Failure to keep out of these areas may be the basis for removal from the Electronic Home Detention Program.

The above conditions have been read by or to me, I understand them and have received a copy of them, and I agree to abide by them.

Client Signature

Date

Staff Signature

Date

**KING COUNTY ELECTRONIC HOME DETENTION
FINANCIAL AGREEMENT**

NAME: _____

As a participant in the King County Department of Adult and Juvenile Detention Electronic Home Detention Program (EHD), I agree to pay \$_____ per day for each and every day I am in the program. The above sum is to be paid at least weekly and must be paid in advance of initial enrollment. I also agree to keep payments made at least one week in advance for the duration of the program. I understand that all fees are made payable to the Department of Adult and Juvenile Detention in the form of:

**MONEY ORDER
CERTIFIED CHECK
CASH**

PERSONAL CHECKS WILL NOT BE ACCEPTED

Client Signature _____

Date _____

Staff Signature _____

Date _____

**DEPARTMENT OF ADULT AND JUVENILE DETENTION
ELECTRONIC HOME DETENTION**

Statement of Understand Regarding Authorized Leave

Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m. You may call your caseworker during these hours for authorized leave. (206) 296-0540 is an after hours and weekend emergency notification number **ONLY**.

If you need to adjust your schedule, other than work, pre-approved appointment or 911 emergency, you **MUST** obtain verbal permission 48 hours prior from your assigned caseworker or designee, prior to adjusting your schedule (i.e. grocery shopping, church, banking etc...).

If you have not obtained verbal approval from EHD Program staff, you **CANNOT GO**. If you do not abide by this policy, your actions will be considered as Felony Escape, which you may be charged, and if convicted could face a maximum 10 year sentence.

To avoid the above penalty, bring all requests for schedule changes to your office appointment with the EHD staff.

ESCAPE from Electronic Home Detention Program

RCW 9A.76.110 – Escape in the 1st Degree

A person is guilty of escape in the first degree if he or she knowingly escapes from custody or a detention facility while being detained pursuant to a conviction of a felony or an equivalent juvenile offense.

RCW 91.76.120 – Escape in the 2nd Degree

A person is guilty of escape in the second degree if:

- (a) He or she knowingly escapes from a detention facility; or
- (b) Having been charged with a felony or an equivalent juvenile offense, he or she knowingly escapes from custody; or
- (c) Having been committed under chapter 10.77 RCW for a sex, violent, or felony harassment offense and being under an order of conditional release, he or she knowingly leaves or remains absent from the state of Washington without prior court authorization.

RCW 9A.76.130 – Escape in the 3rd Degree

A person is guilty of escape in the third degree if he or she escapes from custody.

I, _____, hereby acknowledge that I have read and understand the rules of the EHD/WER program. I also acknowledge that I have read and understand the above RCW 9A.76.110 and 9A.76.120 and 9A.76.130. I further understand that a violation of the Electron Home Detention and or Work Education Release rules will result in disciplinary action. Further, if I walk away from, leave without proper authorization, fail to return to, or abscond from, my approved residence or any facility or person to whose charge I have been committed, I will be charged with Escape as provided for under the above RCWs, and will be prosecuted for said crime.

Signature: _____

Date: _____

Staff Signature: _____

Date: _____

**DEPARTMENT OF ADULT AND JUVENILE DETENTION
ELECTRONIC HOME DETENTION PROGRAM**

EQUIPMENT ASSIGNMENT AND RETURN FORM

The following electronic monitoring equipment has been assigned to and received by me (the Program participant):

MONITOR NUMBER: _____

TRANSMITTER NUMBER: _____

This equipment is the property of BI Incorporated (BI, Inc.) and has been duly assigned to me by BI Inc. and the King County Department of Adult and Juvenile Detention (DAJD) who is supervising my electronic monitoring sentence.

I acknowledge that I am aware that the equipment is valuable (worth approximately \$3000.00, Monitor and Transmitter). I understand I have the legal and financial responsibility for the equipment until it is properly returned to and received by BI, Inc. or DAJD.

I am aware of my responsibility to take care of this property to the best of my ability. I will report problems with or damages to the equipment immediately to Program staff.

I acknowledge that it is my responsibility to reimburse DAJD and/or BI, Inc. (as instructed) for the loss of or damage to the equipment. If I do not return the equipment intact upon demand or upon the completion of my monitoring term (whichever comes first), I acknowledge I will be charged with **FELONY THEFT**.

Equipment Received By:

Print Name: _____

Signature: _____

Date: _____

Staff Signature: _____

Date: _____

Equipment Received By:

Print Name: _____

Signature: _____

Date: _____

Staff Signature: _____

Date: _____

**DEPARTMENT OF ADULT AND JUVENILE DETENTION
ELECTRONIC HOME DETENTION**

INSTRUCTIONS FOR RETURNING EQUIPMENT

For your release date, please contact your caseworker.

ON YOUR RELEASE DATE

- Unplug the monitor at 8:00 a.m.
- Pack all cords (one telephone cord, one power cord) and place along with monitor in plastic bag
- Report to the EHD office by 10:00 a.m.

King County Courthouse
516 – 3rd Avenue
Seattle, WA 98104
206-296-1240

Take the elevator to the 10th Floor, turn left, go through the door leading to the Men's Work Release Unit). Ring the buzzer for an Officer; inform them you are there to be released from the EHD Program.

(If your release date is a Saturday, Sunday or holiday, you must enter the Courthouse from the 3rd Avenue entrance.)

I have received a copy of this form, agree to, and understand the instructions outlined above.

Participant's Signature: _____ Date: _____

Staff Signature: _____ Date: _____